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their advantage, all proper charges, expenses, and liabilities incurred, incident to the receivership, are a first charge not only on the current earnings of the receivership, but on the *corpus* of the estate.

[Ed. Note.—For cases in point, see vol. 42, Cent. Dig. Receivers, secs. 279-282.]

2. In order to determine the amount and correctness of debts alleged to have been incurred by a receiver, there should be a reference to a commissioner to take evidence concerning the same.

3. A decree directing the payment of debts and expenses incurred by a receiver should set forth specifically the amount of each claim, and the date from which interest is to be computed.

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VIRGINIA PASSENGER & POWER CO. v. PATTERSON.

June 15, 1905.

[51 S. E. 157.]

DEEDS—ESCROW—DELIVERY BY DEPOSITARY—COMMUNICATION OF CONDITIONS  
—TRIAL—INSTRUCTIONS—SUPERFLUOUS REQUESTS.

1. Where a deed is delivered in escrow, and the depositary delivers the same to the grantee without any statement of the conditions imposed by the grantor on the delivery, the grantee is not bound by such conditions; but where the depositary, in delivering the deed, states the conditions to the grantee, the latter can claim no right under the deed without complying with the conditions.

2. A request repeating questions submitted to the jury by the instructions given may be refused.

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CITIZENS' BANK OF NORFOLK v. TAYLOR & CO.

June 15, 1905.

[51 S. E. 159.]

CONTRACTS—CONSTRUCTION—NEW TRIAL—DISCRETION OF TRIAL COURT.

1. Where one of the constructions which may be placed on a contract is a reasonable one, and appears to have been the one adopted by the parties, it should prevail.

[Ed. Note.—For cases in point, see vol. 11, Cent. Dig. Contracts, secs. 730, 735.]

2. Where the trial court grants a new trial, some latitude must be allowed to his discretion, especially where the propriety of its exercise is affirmed by a verdict on the new trial for the party to whom it was granted.

[Ed. Note.—For cases in point, see vol. 37, Cent. Dig. New Trial, secs. 9, 10.]